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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**
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12 S. J. AMOROSO CONSTRUCTION
13 CO., INC.,

14 Plaintiff,

15 v.

16 LIBERTY SURPLUS INSURANCE
17 CORPORATION, and DOES 1 through 50,

18 Defendants.

Case No. C:09-cv-04197-PJH

**STIPULATION OF DISMISSAL
WITH PREJUDICE; AND ORDER
THEREON**

19 **AND ALL RELATED CROSS-ACTIONS**
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21 IT IS HEREBY STIPULATED that Plaintiff S. J. AMOROSO CONSTRUCTION
22 CO., INC. and Defendant LIBERTY SURPLUS INSURANCE CORPORATION ("the
23 Parties") have fully and finally settled this action.

24 IT IS FURTHER STIPULATED by and between the Parties to this action, through
25 their designated counsel, that the above-captioned action be and hereby is dismissed, in
26 its entirety, with prejudice, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil
27 Procedure and that each party shall bear its own attorneys' fees and costs.

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1 IT IS SO STIPULATED.

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3 Dated: September 28, 2010

GRECO TRAFICANTE SCHULZ & BRICK

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5 By: 

Clyde C. Greco, Jr., Esq.

Peter J. Schulz, Esq.

Attorneys for Plaintiff/Counter-Defendant

S. J. AMOROSO CONSTRUCTION CO., INC.

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9 Dated: September 28, 2010

MCCORMICK BARSTOW LLP

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11 By: 

Jay A. Christofferson, Esq.

Attorneys for Defendant/Counter-Claimant

LIBERTY SURPLUS INSURANCE

CORPORATION

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16 **ORDER**

17 The Court having received the above Stipulation for Dismissal, with prejudice, of the
18 entire action, signed by all parties who have appeared,

19 IT IS SO ORDERED.

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21 Dated: September 29, 2010

22 By: 

Hon. Phyllis J. Hamilton

